

CITY OF FAIRFIELD

RESOLUTION NO. 2012 - 203

**RESOLUTION OF THE CITY COUNCIL SUSPENDING COMPETITIVE BIDDING AND
AWARDING A PROCUREMENT CONTRACT TO METRON-FARNIER, LLC, FOR
THE PURCHASE OF ELECTRONIC RADIO-READ WATER METERS AND
REGISTERS**

WHEREAS, in order to utilize new, more efficient technology for water meter reading, the existing residential water meter registers must be replaced with electronic radio-read equipment; and

WHEREAS, existing commercial water meters are nearing the end of their useful life and need to be replaced in their entirety utilizing electronic radio-read equipment; and

WHEREAS, four vendors with such systems were contacted to provide proposals to retrofit the City's existing residential water meters and provide new, complete commercial water meters with radio-read technology; and

WHEREAS, Metron-Farnier, LLC, was found to be the only vendor that met all City requirements for this equipment.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The City Council hereby suspends competitive bidding for the purchase of Electronic Radio-Read Water Meters and Registers.

Section 2. The City Manager is hereby authorized to negotiate and execute a procurement contract with Metron-Farnier, LLC, for the purchase of Electronic Radio-Read Water Meters and Registers in an amount not-to-exceed \$3,576,600.

Section 3. The City Manager is hereby authorized to implement the above-mentioned contract with Metron-Farnier, LLC.

PASSED AND ADOPTED this 4th day of September 2012 by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/Moy/Mraz

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

Wally F. Price
MAYOR

ATTEST:

Janette Bellinder
CITY CLERK

PROCUREMENT CONTRACT AGREEMENT

City of Fairfield, CA

AMR System Project

1.0 Parties and Date

This Agreement is made and entered into as of *Sept 4, 2012*, by and between the City of Fairfield, located at *1000 Webster St.* (hereinafter referred to as "Utility") and Metron Farnier, LLC, a limited liability corporation with its principal place of business at 5665 Airport Boulevard, Boulder, CO 80301 (hereinafter referred to as "Metron"). Utility and METRON are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2.0 Declarations

2.1 METRON

METRON desires to perform and assume responsibility for the provision of a new AMR system required by the Utility on the terms and conditions set forth in this Agreement.

2.2 Project

Utility desires to engage METRON to supply the AMR System Project ("Project") as set forth in this Agreement.

3.0 Terms of Agreement

3.1 Scope of Services and Term

3.1.1 General Scope of Services.

METRON promises and agrees to furnish to Utility all materials, equipment, software and services necessary to fully and adequately supply the Mobile AMR necessary for the Project. The products and services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term.

The term for this Agreement shall be for three (3) years from *Sept. 4, 2012* to *Sept 4, 2015*, unless earlier completed or terminated as provided herein. METRON shall supply up to 27,000 Innov8 registers at the unit pricing, dependent on release date, included in Exhibit A within the term of this Agreement.

4.0 Responsibilities

4.1 Responsibilities of METRON

4.1.1 Independent Contractor

This Agreement does not create an employer/employee relationship between the parties. METRON agrees that it is not the Utility's employee for any purpose. METRON shall retain sole and absolute discretion and exercise its judgement as to the manner and means of carrying out the

stated activities and responsibilities toward completion of the project. METRON remains a separate and independent enterprise from Utility.

4.1.2 METRON Qualifications

METRON will conduct all work in accordance with all applicable Federal, State and local laws and regulations.

4.1.3 METRON Services

Exhibit "A" of this Agreement defines the products and services to be provided by METRON.

4.2 Responsibilities of Utility

4.2.1 Utility's Representative.

Utility designates a qualified employee to act as its representative for the performance of this Agreement ("Utility's Representative"). Utility's Representative shall have the power to act on behalf of Utility for all purposes under this Contract. METRON shall not accept direction or orders from any person other than the Utility's Representative or its official designee.

4.2.2 Preliminary Documentation

Utility will provide 90 day forecast on product delivery needs. This forecast will be updated monthly.

4.2.3 Product Warranty

Utility agrees to handle all product warranty issues through appropriate return channels. Product warranty information is located in Exhibit C. Utility agrees to pursue warranty claims on all products directly with METRON through the Return Authorization process. All METRON software and hardware warranty periods begin upon shipment to the Utility.

5.0 Insurance

5.1 Insurance Requirements

5.1.1 General Liability

General Liability Insurance shall be maintained by METRON which includes products, completed operations and blanket contractual liability with bodily injury limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

5.1.2 Workers' Compensation

METRON shall comply with all workers' compensation insurance requirements applicable to employers in California.

5.2 Clarification of Scope of Liability Coverage

METRON is limited in its coverage of liability to the Utility based on insurance industry restrictions. These restrictions regards coverage of indoor water damage as outlined in section 6.2 under Indemnification.

6.0 Disputes & Resolution

6.1 Grounds for Termination.

Utility may, by written notice to METRON, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to METRON of such termination. Upon

termination, METRON shall be compensated for those services which have been adequately rendered to Utility and for all product delivered to the project site. METRON shall be entitled to a 20% restocking fee for all non-delivered product. METRON may not terminate this Agreement except for cause.

7.0 Miscellaneous

7.1 Authority to Enter Agreement.

METRON has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

7.2 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties.

7.3 Assignments or Transfer.

METRON shall not assign, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of Utility. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment or transfer.

7.4 Records.

METRON shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of two (2) years from the date of final payment under this Agreement.

7.5 Equal Opportunity Employment.

METRON represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, sexual orientation or age.

7.6 Time.

Time is of the essence of this Agreement.

7.7 Exhibits.

Exhibits A through C are hereby incorporated into this Agreement as if fully set forth herein.

7.8 Modifications.

This Agreement may not be modified except by an instrument in writing signed by each party's duly authorized representative.

7.9 Counterparts.

This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Procurement Contract Agreement

City of Fairfield, CA


AMR System Project

City of Fairfield, CA

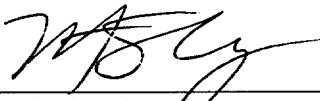
Metron-Farnier, LLC

Approval

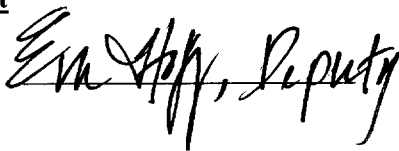
By:


Sean P. Quinn
City Manager *Suf*

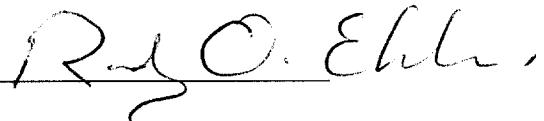
By:


Mark Shamley
Vice President

Attest


Erin Hoff, Deputy

By:


Ray O. Ehl

Approved as to Form & Correctness:

By:

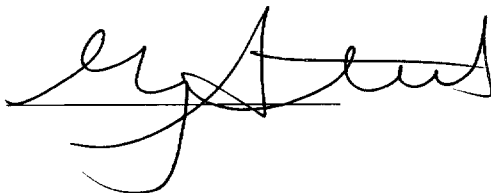


Exhibit A

Scope of Services

City of Fairfield, CA

AMR System Project

1.0 Scope of Work

METRON will furnish all endpoint radios, reading equipment, software and billing system interface. Metron will support endpoint, hardware and software sales. In addition, Seller shall provide three (3) days of staff training on the INNOV8/T2 field work and installation, operation of the T2 software and interface of the T2 software with billing software.

2.0 Warranty

Product warranty issues are handled through the METRON factory Return Authorization process. Exhibit C to this Agreement provides METRON product warranty information.

3.0 Inspection Acceptance

Upon delivery of a shipment of product from Metron, Utility will, within 5 business days, inspect and notify Metron of any shortage, damage or other problem with delivery.

4.0 Payment Terms and Conditions

For fiscal year 2012 (July 1, 2012 – June 30, 2013) and extending through September of Fiscal year 2013 the unit price for the Innov8 radio register shall be \$89 per unit with no limit on volume. The unit price for fiscal year 2013 (July 2013 – June 30, 2014) will be \$93.50 per unit with no limit on volume. The unit price for fiscal year 2014 (July 1, 2014 – June 30, 2015) will be \$98.50 per unit. All prices are F.O.B Boulder Colorado. Metron will prepay freight cost and invoice utility on product invoice.

In addition, Utility may purchase up to the following numbers of commercial replacement meters at the prices indicated:

| | | | |
|------------|------------|-----|--------------|
| 1 1/2 " SJ | \$598.00 | 496 | \$296,608.00 |
| 2 " SJ | \$783.00 | 244 | \$191,052.00 |
| 3 " SJ | \$1,210.00 | 91 | \$110,110.00 |
| 4 " SJ | \$1,993.00 | 45 | \$89,685.00 |
| 6 " SJ | \$6,195.00 | 10 | \$61,950.00 |

5.0 Payment Terms and Conditions

Utility shall issue purchase orders for the products it wishes to purchase not more frequently than monthly. METRON will invoice for product shipments on the day of shipping. Utility agrees to remit payment within 30 days of invoice / shipping date.

6.0 Recurring Costs

The mobile G2 software maintenance and upgrade service contract annual fee will cost utility \$1950 per year for up to five (5) G2 software licenses after the 1st year of service. Additional computers, receivers, and vehicle mounted reading equipment can be covered for an additional \$1,500 per year per system at the option of the Utility.

Exhibit B

Non-Standard Work Compensation

- 1.0** As Utility is conducting the installation without assistance of Metron, there is no non-standard work in this Agreement.

Exhibit C

Standard Warranty Certificates

Attachments

1. Innov8 Radio / Register Product Warranty Certificate



INNOV8 ELECTRONIC REGISTER CERTIFICATE OF LIMITED WARRANTY

Product Coverage

This certificate applies to the Transparent Technologies *innov8* Electronic Register.

The foregoing Warranties are made only to persons purchasing from Transparent Technologies ("T2") or its authorized dealers. The warranties set forth in the Certificate of Limited Warranty are made by T2 only to those entities that purchase the *innov8* registers directly from T2 or its formally authorized dealers. The warranties set forth are non-transferable and T2 makes no implied warranties, guarantees or representations for product obtained other than directly through its authorized sales channels.

innov8 Electronics & Batteries

From the date of original shipment, T2 warrants that all *innov8* electronics and batteries to be free from defects in Materials and Workmanship for a period of twenty (20) years ("Warranty Period"). During the Warranty Period, T2, at its discretion, will repair or replace any defective product at no-cost during the first ten (10) years from the date of shipment. Beyond the initial ten years, T2 will issue a replacement credit against current list price based on the following table:

| |
|--------------------|
| Years 11-13 (60%) |
| Years 14-16 (50%) |
| Years 17-18 (30%) |
| Years 19-20 (20%). |

Replacement units are warranted for the balance of the original coverage warranty.

Exercise of Warranty

No employee, agent or other representative of T2 or an authorized distributor of T2 product is authorized to make any warranty, guarantee or representation until (a) the *innov8* unit is delivered to a T2 service center, (b) the *innov8* unit is accompanied by a Return Authorization (RA) number obtained through the T2 offices, and (c) all costs of delivery to the T2 service center are assumed by the purchaser. Service center locations can be determined by calling the primary T2 toll free number or through the T2 website.

Exclusions

The warranty on Materials & Workmanship specifically excludes failures or compromised performance due to or other uncontrollable causes.

Warranties shall not apply to products exposed to conditions outside the normal working conditions of a typical water distribution system including, but not limited to, extreme weather or unusually harsh or uncommon installation environments. Warranties also shall not apply under circumstances beyond T2's reasonable control including, but not limited to, acts of God, vandalism, negligent misuse or misapplication, product tampering or alternation or improper handling, installation or repair.

The *innov8* register is available with multiple output options which may affect the warranty terms. T2 will provide specific warranty documents for these models.

Limitation of Liability

The above warranties are exclusive. THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

No warranties are made through or by any other means of communication other than this Certificate of Limited Warranty.

T2's liability is limited to its costs of replacement or repair of the defective unit or part or part thereof. Incidental and consequential damages, including, but not limited to, incorrect billings, damages from delays or miscalculations in reading, or the costs of field labor for auditing or replacement are not recoverable from T2.

5665 AIRPORT BLVD • BOULDER, CO 80301

PHONE (720) 406-1294

EMAIL INFO@TRANSPARENTTECH.COM

MetronFarnier

Advanced Single-Jet Technology

COMMERCIAL SPECTRUM WATER METER WARRANTY

Product Coverage

This certificate applies to Model MP-III versions of the **Spectrum 88, 130, 175, 260 and 440** water meters.

The foregoing Warranties are made only to persons purchasing from METRON-FARNIER ("METRON") or its authorized distributor. The warranties set forth in this Certificate of Limited Warranty are made by METRON only to those persons and entities that purchase Spectrum Water Meters directly from METRON or authorized distributors of METRON water meters. Any Spectrum Water Meter obtained in any manner from any person or entity other than by purchase from METRON or an authorized distributor of METRON water meters shall not be covered by the warranties set forth in this Certificate of Limited Warranty: METRON makes no warranties, guarantees, or representations with respect to any Spectrum Water Meter so obtained.

Performance Guarantee

METRON guarantees new meters will meet accuracy specifications stated in **AWWA standard C-712** (May 2002 rev.) for the corresponding sizes (1.5", 2", 3", 4", 6"). The formal size application of meters is stated in the General Specifications document (Jan 2003 rev.)

Furthermore, METRON will guarantee **used** meters to the repaired accuracy specifications in the following AWWA standards (@ 90% per M6 manual charts) as shown:

| <u>Model</u> | <u>Duration</u> | <u>Standard</u> |
|---------------|-----------------|-----------------|
| Spectrum 88: | Five (5) Years | C-700 |
| Spectrum 130: | Five (5) Years | C-700 |
| Spectrum 175: | Five (5) Years | C-701-II |
| Spectrum 260: | Five (5) Years | C-701-II |
| Spectrum 440: | Five (5) Years | C-701-II |

The formal size application of meters is stated in the General Specifications document (Jan 2003 rev.)

Materials & Workmanship

From the date of original purchase from METRON, this Warranty covers all Spectrum Water Meters from defects in materials and workmanship as follows:

| | |
|---------------------------------|-------------------|
| Manufacturer's Flaws & Defects: | Five (5) Years |
| OER Register: | Five (5) Years |
| Meter Body: | Twenty (20) Years |

Exercise of Warranty

No employee, agent or other representative of METRON or an authorized distributor of METRON products is authorized to make any warranty, guarantee or representation until (a) the Spectrum Water Meter or register is delivered to a METRON service center, (b) the Spectrum Water Meter or register is accompanied by a Material Return Authorization, and (c) all costs of delivery to and from the service center are assumed by the purchaser of the Spectrum Water Meter or register. The address of the nearest METRON service center may be obtained by writing to the Manager of Support Services whose address is set forth below. METRON'S liability is limited to its costs of replacement and/or repair of the defective Spectrum Water Meter or part or parts thereof. Incidental and consequential damages, including, but not limited to delay or loss of use of the Spectrum Water Meter, damages resulting from miscalculation of water usage or the costs of field labor for auditing or replacement are not recoverable from METRON.

Following exercise of warranty on any product, application of meter (line size, flow range, flow conditioners/strainers, etc.) must be analyzed and approved by METRON prior to the re-issue or warranty on product.

Limitation of Liability

The stated Warranties are exclusive. THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

No warranties are made through or by any means of communication other than this Certificate of Limited Warranty. Warranties shall not apply to products exposed to conditions outside the normal working conditions of a typical water distribution system. Warranties shall not apply under circumstances beyond METRON's control including, but not limited to acts of God, vandalism, negligent misuse or misapplication, product tampering/alteration or improper handling, installation or repair.

5665 AIRPORT BOULEVARD • BOULDER, CO 80301

PHONE (303) 449-8833 • FAX (303) 449-1464

EMAIL SUPPORT@METRONFARNIER.COM

MetronFarnier

Advanced Single-Jet Technology

COMMERCIAL SPECTRUM WATER METER WARRANTY

Product Coverage

This certificate applies to Model MP-V versions of the **Spectrum 50D, 88D, 130D, and 175D** water meters.

The foregoing Warranties are made only to utilities, municipalities and other commercial users purchasing from METRON-FARNIER ("METRON") or its authorized distributor. It does not apply to end-use consumers. The warranties set forth in this Certificate of Limited Warranty are made by METRON only to those persons and entities that purchase Spectrum Water Meters directly from METRON or authorized distributors of METRON water meters. Any Spectrum Water Meter obtained in any manner from any person or entity other than by purchase from METRON or an authorized distributor of METRON water meters shall not be covered by the warranties set forth in this Certificate of Limited Warranty: METRON makes no warranties, guarantees, or representations with respect to any Spectrum Water Meter so obtained.

Performance Guarantee

METRON guarantees new meters will meet accuracy specifications stated in AWWA standard C-712 (June 2010 rev.) for the corresponding sizes (1", 1.5", 2", 3") for the following periods:

| Model | Duration | Standard |
|----------------|----------------|----------|
| Spectrum 50D: | Five (5) Years | C-712 |
| Spectrum 88D: | Five (5) Years | C-712 |
| Spectrum 130D: | Five (5) Years | C-712 |
| Spectrum 175D: | Five (5) Years | C-712 |

METRON will guarantee **repaired** meters to the repaired accuracy specifications in the following AWWA standards (@ 90% per M6 manual charts) as shown:

| Model | Duration | Standard |
|----------------|----------------|----------|
| Spectrum 50D: | Five (5) Years | C-712 |
| Spectrum 88D: | Five (5) Years | C-712 |
| Spectrum 130D: | Five (5) Years | C-712 |
| Spectrum 175D: | Five (5) Years | C-712 |

Materials & Workmanship

From the date of original purchase from METRON, this Warranty covers all Commercial Spectrum Water Meters from defects in materials and workmanship as follows:

| | |
|---------------------------------|--------------------------------|
| Manufacturer's Flaws & Defects: | Five (5) Years |
| Meter Body: | Twenty (20) Years |
| Measuring Chamber: | Five (5) years |
| Register: | Consult OER or innov8 warranty |

Exercise of Warranty

No employee, agent or other representative of METRON or an authorized distributor of METRON products is authorized to make any warranty, guarantee or representation until (a) the Spectrum Water Meter or register is delivered to a METRON service center, (b) the Spectrum Water Meter or register is accompanied by a Material Return Authorization, and (c) all costs of delivery to and from the service center are assumed by the purchaser of the Spectrum Water Meter or register. The address of the nearest METRON service center may be obtained by writing to the Manager of Support Services whose address is set forth below. METRON'S liability is limited to its costs of replacement and/or repair of the defective Spectrum Water Meter or part or parts thereof. Incidental, consequential or contingent damages, including, but not limited to delay or loss of use of the Spectrum Water Meter, damages resulting from miscalculation of water usage or the costs of field labor for auditing or replacement are not recoverable from METRON.

Following exercise of warranty on any product, application of meter (line size, flow range, flow conditioners/strainers, etc.) must be analyzed and approved by METRON prior to the re-issue or warranty on product.

Limitation of Liability

The stated Warranties are exclusive. THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

No warranties are made through or by any means of communication other than this Certificate of Limited Warranty. Warranties shall not apply to products exposed to conditions outside the normal working conditions of a typical water distribution system. Warranties shall not apply under circumstances beyond METRON's control including, but not limited to acts of God, vandalism, negligent misuse or misapplication, product tampering/alteration or improper handling/installation/repair, excessive operating conditions (pressure or flow), foreign particles in the water or aggressive/poor water quality conditions.

5665 AIRPORT BOULEVARD • BOULDER, CO 80301

PHONE (303) 449-8833 • FAX (303) 449-1464

EMAIL SUPPORT@METRONFARNIER.COM